Case 2:05-mc-02025 Docu

Document 533-2

Exhibit A

Filed 04/22/2008 Page 1 of 6

# **Cardmember Agreement**

# 1. ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. The entire agreement may be in separate parts, including this document and a "Rates and Fees" table that is expressly made a part of this agreement. You authorize us to pay for and charge your account for all transactions made on your account. You promise to pay us for all transactions made on your account, as well as any fees or finance charges. It this is a joint account, each of you, together and individually, is responsible for paying sil amounts owed, even if the account is used by only one of you.

Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized by you use your account or purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your occurnt within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Manhattan Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement.

#### 2. USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Urless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be dlegal in some places, it is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

#### Types of Transactions:

- · Purchases: You may use your card to pay for goods or services.
- Checks: We may provide you cosh advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks may also be referred to as convenience checks.
- Balance Transfers: You may transfer balances from other accounts or loans
  with other credit card issuers or other lenders to this account, or other balance
  transfers we allow. But you may not transfer balances to this account from
  other accounts with us or any of our related companies. If a portion of a
  requested balance transfer will exceed your available credit lina, we may
  process a partial balance transfer up to your available credit lina.
- Cash Advances: You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, cesino garning chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bit the payment to this account. Cash Advances may also be referred to as Advances.
- Overdraft Advances: If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.
   Billing Cycle:

In order to manage your account, we divide time into periods called "hilling cycles." Each biding cycle is approximately one month in length. For each calandar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether

exceeded, or would be exceeded if we paid the check.

- . Your creat tine or cash advance portion of your creats line has been
  - We or one of our related companies is the payee on the check.

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sheck. We may, but are not required to, reject and return unpaid a check for asyment, we may review your account to decide whether to authorize that sech check you write is your request for funds. When we receive a chack for Refusal to Pay Chacks:

"egister, it you do not register, we may decine your on-line transactions. eg on-line ugusactions, we may require that you register you to

Stedit available. Declined for any reason, either by us or a third party, even if you have sufficient We are flor responsible for any losses it a transaction on your account is

- in our discretion, for eny other reason.
- if wg suspect fraudulent or unlawful activity or.
  - \* Decease your account is in default.
  - pecense of operational considerations.

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We may, but are not required to, decline a transaction on your account for any 

if a trunsaction must be converted back into a foreign currency such as for a isse on the date you used your card or account. The same process will be used us by that entity. The rate in effect on the processing date may differ from the custingered conversion rate, we will add three percent to the figure provided to internetional ceases adding one percent to the wholesals or governmenttwo percent to the figure provided to us. It either Visa USA of MesterCard a government-mandated rate and adds one percent to that rate. We then add the transaction. Currently, each of them uses either a wholesale market rate or respective curency conversion procedures in effect on the date it processes international, Inc. will convert the varisaction into U.S. dollars by using its 🗘 🍫 If you make a transaction in a foreign currency, Visa USA Inc. or MesterCent Transactions in Fureign Currencies:

credit line will not affect your obligation to pay us.

asked us not to do so, we will not increase your credit line. A change to your cash advance portion of your credit line, at any time, However, if you have At our discretion, we may increase, reduce, or cancel your credit line, or the to sny balance over your credit line.

line, and you must pay us immediately if we ask you to. This agreement applies charges that go over your credit line. You must pay any amount over your credit described in this agreenent. We may, but are not required to, authorize ONEL NORL CLEGIS SUE SOL BUY LESSON, WAS 1773Y C'ASIGE YOU AN OVERSTRING SEE 25 and making sure it remains below your credit line. If your account balance is keeping track of your account balance, including any ices and finance charges, transactions are charged against your credit line. You are responsible for charged against the cash advance portion of your credit line, and all other advances. Cash advance checks, cash advances and overdrah advances are may show that only a portion of your credit line may be used for each Your credit line appears on your billing statements. Your billing statement also Credit Line:

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any cards, chacks or any other means of access to your account from that or cards with a different account number. You should also recover and deatroy account if you notify us, we may close the account and/or issue a new cord You must notify us to terminate an authorized user's permission to use your

account, if you do so, this account may appear on the credit report of that You may request an additional card for use by an authorized user on your

your responsibility for paying all charges on your account made by an issued on your account according to the terms of this agreement. This includes YOU CAIL YOU WILL IEATHIN RESPONSIBLE for the use of your account and each card authorized user because you are allowing that person to use the account as user. You should think carefully belone allowing anyone to become an If you allow someone to use your account, that person will be an authorized Eriety bashadluA

or not there is a billing statement for that billing cycle.

the New Belance you are required to pay increases, it will not decrease when your plus any enround over your credit line; this greater of S10 and an enround up to  $58\,$  of the 90 MeV Belance frequency in the percentage of  $58\,$  of the 90 MeV Belance frequency in the percentage of seb teeq income you to the cit of the transfer murinim a sing some deet on your account is greater than 23% or your belimce is over your credit line, we Statement (rounded up to the nearest dollar), whichever is greatest. But if any APR (reduced to the next lowest dollar) or the total finance charge shown on your past due; plus one of the following errounts: \$10, 2% of the New Balance minimizer payment due will be the New Balance. Otherwise, it will be any amount New Balance on your billing statement) If the New Balance is \$10 or less, your Your billing statement shows your beginning belance and your ending balance (the sccina ou kom pajauce escu qak

You pay us, the less you will pay in imonce charges because finance charges us at any time. If you have a balance that is subject to finance charges, the sconti ervo way inwoms liut sett yeg yem bne aub inamysig murninim arti nisiti srom yeg statement, so that we receive it by the date and time payment is due. You may You agree to pay at least the minimum payment due, as shown on your billing

Minimum Payment:

ansintained in our records. payment. The onginal payment check will be destroyed and an image will be Your bank account may be debited as early as the same day we receive your check amount along with the check, routing and account numbers to your bank. back account. Payment checks will be collected electronically by sending the the annount of the check electronically, or, if needed, by a draft drawn against the is draven. Our receipt of your payment checks is your authorization for us to collect presentment and any representment, from the bank account on which the check We reserve the right to electronically collect your eligible payment checks, at first the regular payment address shown on your monthly statements.

cashing it or by destroying it. As other payments that you make should be sent to belance. We may refuse to accept any such payment by returning it to you, not other address, we may accept the payment and you will still owe any rentaining ye determined there is no velid dispute on it any such payment is received at any statement. We reserve as our rights regarding such payments. For example, it it must be sent to us at the conditional payments address listed on your monthly otherwise tender in full satisfaction of a disputed amount (conditional payments). the full balance that is marked "paid in full" or with a similar notation or draf you Any payment check or other form of payment which you send to us for less then

evailable credit may not be restored for up to 15 days after we receive your monored by your lensucial institution. We well not accept cash payments, Your total using a payment check, money order or automatic debit that will be processed or in a U.S. financial inscitution or the U.S. branch of a foreign financial arctitution You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit receive the payment.

redow for making payments and sets forth the date and time by which we must Your billing statement and accompanying envelope include instructions you must Payment instructions;

#### 3. PAYMENTS

CONTRICTION WITH DAY MY MY CONTRICT.

happened. We may also require you to comply with certain procedures in teriay tuo bait au gleri of grainay ni maitermaini au abworq of uoy anapat yern avv the unauthorized charges from which you received no benefit.

notify us of the loss, theft or unauthorized use. However, you must identify for us transactions, and you will not be liable for any such transactions made after you receive no beneal, but you will not be liable for more than \$50,00 of such You may be liable if there is unauthorized use of your account from which you when you notify us of any loss, their or unauthorized use related to your account. account is found or returned. We may terminate or suspend your credit privileges us, even if your card, chack, account number or other means to access your apown on your card or billing statement. Do not use your account after you notify you must notify us at once by calling the Cardmember Service telephone number or stolers, or you think someone used or may use then without your permission, If any card, check, account number or other means to access your account is lost Lost or Stolen Cards, Checks or Account Numbers:

- You are in default or would be if we paid the check.
- You have used the check after the date specified on it. check being returned or not paid, we are not responsible. · The check is post-dated. If a post-dated check is paid, resulting in another

Prime Hate to get the APH. The delity periodic rate is calculated as described iset of mine the Prime Rate is. We then add the applicable margin to that Two business days before the Closing Data shown on your billing statement.

corresponding APR. margin for each vanishe rate and any minimum daily periodic rate and and fees Table shows which rates, it any, are variable rates, it also lists the A Dusiness day is any day that is not a weekend or federal tradiant. The Rates A "margin" is the percentage we said to the Prene Rate to calculate the APR.

steneges a diguard or themselve spling stalement or through a separate Street Journal stops publishing the Prime Rate, we will select a similar light off it farmed leave light of the Well Street founds are their no invoke aball griestil erb sroted eyeb assirtand own terminal tessol lish ent areA smirty (.2.U) testigat ent all eiten entiry ent innermatore gallich way Rate, we calculate the APR by addrng a margin to the Prime Rate published in Prints Rate. When you have an APA are train to the print along a string and the prints One or more APRs that dipply to year account may vary with changes to the

Variable Rates;

as a rate or fee disclosed in a Pricing Schedule Box. non-prefenced rates. We may also refer to any rate or fee disclosed in the Table se serei imejen pue setei pausipini se setei propiotioni pue setei prepuets up at the fifth place to the right of the decircal point. We may also refer to three daily periodic rate we divide the APA by 365, and in effect shows round Schedule") that is at this end of this document or provided separately. To get gnizitf" to "elds"; orb) eldist "zeel bas solaff" erit no belzil eus salan Your animal percentago mass ("APA") and the corresponding daily periodic Unity Penodic Hetes and Annual Percentage Rates:

finance charges in accordance with the regular terms of your agreement. will theresiter be included in the minimum payment calculation and accrue account is in default at any time during the progrem, drat portion of the balance rensections is not paid in full by the ending date of the program, or if your institute charges for a specified period of time. It any perion of eligible payment due each month, or they may not be subject to any periodic rate from your account belance for the purpose of calculating the minimum merchant location. If the other provides, eligible transactions may be omitted we offer it to you. These transactions, it the offer provides, may be required to meet or exceed a specified dollar emount and/or take place at an eligible promotional period. We will notify you about the details of the program when to eligible transactions made and/or posted to your account during a specified We may offer you, in our discretion a special promotional program that applies

Delayed Payment Program:

Any promotion is subject to the terms of this agreement, as modelled by the will notify you about the terms of the offer and how long they will be in effect. From taries to time we may offer special terms for your account. If we do, we

authorized to be billed to your old account number. are not required to, pay from your new account number charges that you paying these charges directly. If your account number changes, we may, but account number changes, you are responsible tor notifying the biles and [jucjnquit] pecsines hom seconiti is closed or enspended for any reason] or your sizmance bremeints). Il automatic charges are stopped for any reason transactions (for example, monthly utility charges, memberships and You may authorize a third party to eutomatically charge your account for repeat Automatic Charges:

smount of any credit betance by the amount of new charges or fees billed to You may request a refund of a credit balance at any time. We may reduce the

.eR9A testgirt drive accused before being with higher AP9A. us to apply your payments and credits to balances with lower APRs (such as way that is most fevorable to or convenient for us. For example, you sufnorize You agree that we are authorized to efocate your payments and credits in a

Payment Allocation:

ें ,290ी रोगारीस्थप का सोमं 25 रोगार माशास्त्र प्राप्त क्षां का क्षांत्र का क्षांत्र क्षांत्र क्षांत्र क्षांत्र caronistion appare, we may end to your minimum payment due eny leet APR decreases of your Navy Balance is under your credit line, For either

We treat a creek belence as a balance of zero. get the beginning balance for each category for the next day, we add the lay periodic finance charge to the daily balance. If more than one daily

Oy & payree or a later date of our choice.

We subtract from that balance any payments, credits, or credit adjustments that each to that the category and that are credited as of that

We take the beginning belance for that day.

We sake the beginning belance for that day.

We add to that befance any new transactions, fees, other changes, and dobit adjustments that apply to that category. We add a new thurstasse, cash edvance, belance that apply to that category. We add a new test advance chack or belance that day belance as of the best cash advance chack or belance transfer chack is deposited that the day belance and the day belance as of the day of the day belance as of the day of

We take the believe for each day for each cotegory:

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including New Transactions):

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hantes Charge Calculation—Average Daily Balance Method

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  - You test to make a payment to another creditor warm bear.
     You make a payment to us that is in the month of the warm bear.
    - You exceed your credit line on this account.
       You led to make a narment to another creditor.
- other account or loan with us, at least the numinum payment due by the

 We do not receive, for any payment that is owed on this account or any other bolowing research.

object Reforment you have with us or any of our related thus agreement or any You Are also may vary if you are in default which thus agreement or any to the supported for any companies for any contract the supported f

a pigner minimum payment.

the concentration results in a change to a dayy periodic rate from the previous changed, the new rate previous billing cycle lost changed, the new rate changed with first changed the crack in the changes month in which we made the calculation. If the daily periodic rate increases month in which we made the calculation. If the daily periodic increases months in which we made the periodic linearce charges and may have to pay you will have to pay a highest periodic linearce charges and may have to pay

Animus res:

If you secount has an annual lee, it will be bitted each year or in monthly account to stated in the Rates and fees 1901s), whether or not you account, and you egue to pay it when histed. The annual lee is carried and the seme time, you pay you unceasarden gatance in this manual lee as charged end of the seme time, you pay you unceasarden gatance in hit camparable unless you notify us that you being statement on which it is carried to seme after you be covered on the seme time, you pay you unceasarden gatance in hit camparable and on the seme time, you pay you unceasarden gatance in the account of the seme time, you not seen to the construction of the seme time is a seme time. You seen the pay the seme time to the your account of the seme time, you will complete the pay the seme time to be a seme time. The seme time to be a seme time, you can be seme time, you can be a seme time, you can be seme time.

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If y

We may charge the toflowing fees. The amounts of these ises are listed in the Raice and Fees Table. These lees will be ended to the belance for purchases made during the billing cycle.

5. OTHER FEES AND CHARGES

These transaction fees are finance charges. We sod the balance transfer for the palance transfer for example, a transaction fee for a balance bransfer would be added to your

- · belance transfers.
- Fees Table for each of the following prensactions: • balance transfer checks;

Visinsection feas to Belance Transfers: We may charge you a consection fee in the emount stated in the Mates and

transaction lee for the payment.

These transaction lees are finance charges. We add the lee to the balance for the palance.

In addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this account, we may charge a surf the service charges the payment to this secount.

- cash advances,
- Interestion here for Ceah Advances:

  We may clistige you a ceah of the following transcrions.

  and Foce lette to each of the following transactions.

CIRCUIS OF OVERTIRER ROYANCES.

Graces Fortical and Accorded of Timences Charges:

We accruse perudic Instance charges on a transaction, fee, or fraence charges from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases baland during a billing cycle if we receive payment of your feev Balance by the date and time your minimum payment is due and we received payment of your flew Balance on your previous is due and we received payment of your flew Balance on your previous cacception or "grace pariod" only applies to purchases and does not apply to exception or "grace pariod" only applies to purchases and does not apply to believe in any only applies to purchases and does not apply to acception or "grace pariod" only applies to purchases and does not apply to believe in any only applies to purchases and does not apply to be acception or "grace pariod" only applies to purchases and does not apply to acception or grace and payment and applies to purchase and does not apply to acception or grace payment and applies to purchase and does not apply to acception or grace payment applies to purchase and does not applied to a purchase and does not apply to acception or grace payment applied to a purchase and does not apply to acception or grace and payment applied to a purchase and provide the purchase and provid

For each category we calculate an average daily balance including new transactions! for the byling cycle by adding all your daily balance and dividing that amount by the number of days in the billing cycle. If you multiply the average daily balance for a calegory by that category's daily periodic rate, and nuddphy the nexult by the number of days in the billing cycle. One can be characted in that being being cycle, are considered that the particle of the control of t

The total finance charges plus any transaction lee finance charges. of the protocic finance charges plus any transaction lee finance charges.

To get the total periodic finance change for the billing cycle, we add all of the daily priodic finance change for the billing cycle, we will change the state of the maintain provide finance change stated in the Rates and billing cycle. However, if any periodic finance change stated in the Rates and priodic finance change stated in the Rates and minimum provide finance change stated in the Rates and minimum finance change, we add that another to the balance for purchases minimum finance change, we add that amount to the balance for purchases minimum finance change we add that amount to the balance for purchases.

cay. This aftreement provides for daily compounding of finance charges and of the ballotic rate that copilies for the dealy behinder frames thanks each many force of the paint with your count of the paint of the p

We may close your secount at any time or suspend you credit account, we may require that you confirm your request in writing You may close your secount at any time or suspend your credit

#### T. CLOSING YOUR ACCOUNT

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eccount to be six or more billing cycles past due, in default because you have to pay us, you will pay our collection costs, alterneys' ties, count costs, and all other expenses of enforcing our rights under this

Second to be say or more hillen evolves the order of the order order of the order o

- e mwilling or unable to pay your debts to us or to others on time.

   You become incepediated or in lite event of your death.
- We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
  - You file for bankruptcy.

    Southern with one of our related companies.
- . You tail to comply with the terms of this agreement or eny
  - You exceed your credit line.
  - and time due as shown on your billing statement.
- Me do noi receive ai least the minimum emonal die by the date
   We may consider you to be at defent a eny of these occurs:

# We may consider you to be

offer the service.

If you request a copy of a beling statement, sales draft or other record of your account or if you request two or more cours or any expection, or if you request two or more expectived bases less services for example, obtaining cerds on an expectively. In any charge you for these services. We may also not represent season five and replacement less, respectively, in a chardrenment set you request, we may the copy less and the cord replacement less, respectively, in set the copy less and the ord replacement is to this set of the season of the copy of the season of the copy of th

check fee. Administrative Fees:

if (a) we stop payment on a cash advance check or basense transfer or basence transfer or (b) we refuse to pay a cash advance check fee. We cash statum check fee. We may change a return check fee. We may shall also a return check fee. We may shall also a return check fee. We

refer to this fee as the returned payment fee.

(i) your payment check or sinitar instrument is not honored, (b) so entionated destinate the country must return a payment check because it is not signed or centror must return a payment check because it is not signed or centror west return a payment check because it is not signed or centror.

Hermin Estationi Fee: Subseduent bijfing cycles.

If your account beforce a over your credit line at any time during a bigging cycle. Seven it only for a day, we may charge an overfinn! lee for a binned that the many charge this fee were it your behaves a cover the credit time because of a finance charge more than one overfinn! fee for any because of a finance charge more than one overfinn! fee to any binning cycles, even it no new harneschone are made on your account, if your administer, were it in new harneschone are made on your account, if your excellent the property of the propert

#### Overlimit Fee:

We risy charge a late les if we do not receive at least you required minimum payment by the date and time due as shown on your hilling statement on which the Previous Balance shown on the hilling statement on which the late les Balance shown on the hilling statement on which the late les appears. We may also relet to this fee as the late payment les or

including your tailure to pay us on time. If you request additional cards on We may report information about you and your account to credit bureaus, from credit bureaus and others.

We may periodically review your credit history by obtaining information

10. CREDIT INFORMATION

yave sent you regardless of whether you have access to your account. counting as terms of your agreement and all Changes in prior notices we will be deemed to accept all Changes in the notice and to accept and notify us but then use your account after the date stated in the notice, you You do not notify us in verting by the date stated in the notice, or if you Your outstanding belance under the applicable terms of the agreement. If way be closed (if it is not already closed) and you will be obligated to pay If you needly us in writing that you do not accept the Changes, your account specified date if you do not went to accept certain Changes we are malding. exemple, the notice mey state that you may notify us in variting by a Change, and the consequences if you do or do not exercise those rights, For The notice will describe any rights you may have with respect to any will apply to the unpaid belances on your account and to new transections. in accordance with applicable law. Unless we state otherwise, any Change Changes may be effective with notice only, of the time stated in our notice, ANS AND HORSE YOU OF SHIP Changes it required by applicable law. Insess Or a Change

this agreement. Modifications, additions, or deletions are called "Changes" enforcement of the rights and obligations you or we may have retaining to the APRs and lees, and other terms such as the nature, extent, and right to add, delete, or incody provisions includes financial terms, such as access to Aoni account, by adding deleting or modifying any provision, the We can change this agreement at any time, regardless of whether you have

9. CHANGES TO THIS AGREEMENT

navertheless ramain in force. 📜 is deemed invalid or unaritationally, the remaining portions sin in full by you or by a third party. It any portion of this Arbitration Agreement proceeding introsted by you at on your behalf; and (iii) payment of the debt Account to another account. (6) the bankruptcy of any party or any similar issuing of a new account number or the transferring of the belease in the the relationship between you and us concerning the Account such as the termination of changes in the Certinember Agreement, the Account and (i) swives tarte frameonen nouswith ainf Javivrus gilldaneved ાંગ્રહ્મ કર્મ કાર્ય લ્વાપ પ્રાપ્યાપી દિવારભુદભૂતા

arbitration will be enterceable as provided by the FAA or other explicable in thews no activities appropries for so determines. An every in sult or all fees, costs and expenses from modier party, if the majority of the Stew own fees, costs and expenses for any appeal, but a party may recover and make decisions based on the vote of the majority. Each porty will bear follow the same rules that apply to a proceeding using a supply staticator. orgatization. The panel will reconsider all fectual and legal issues anew. moderations errors eath yd betergieseb enotetities lautuen earth to laned iscusance of the avend. The applical must request a new entirition belong a to eyeb DE ruthiw notationagno notatitus ent at prainw ni eleagus yreq such arbitration proceeding will be final and binding on the parties, unless a later time of at contraction with any other Librar, pay decision rendered in Claims, will not constitute a waiver of any rights to require entitiation at a Addition Agreement at any time, or in connection with any perfection Enforcement, finality, appeals, februs or any delay in enforcing this now and no bank.

SAN IN determining whicher a party should recover any or all less and costs les permitted below), except that the enbinator shall epply any epplicable expenses, regardizes of which party prevails, for arbitration and any appeal costs of that party's attomeys, experts, wimesses, documents and other is good cease for doing so. Each party will bear the expense of the less and graff emirrateb ew bins au xes wey to oe ob at au grimingen tol mosesn boog are fees it the settiments making the control of the setting of th and applicable law, However, we will edvance of reinflutes fring these and will be allocated in keeping with the rules of the arbitration administrator seasonant. All other feet and the Arbitration Agreement. All other fees hearing tees by us will be mede directly to the enbitetion edinicististor noticethes has rotatitee art, to seet this took film, est universit a si court raus yes to mamped ent. general tent to syeb own rati art tot strausinance up to the smooth of 5500 upon receipt of proof of payment, Additionally if Costs. We will reimburse you for the trivial arbitration fling les paid by you provide a brits statement of the reasons for the sevent. unless requested by a party. Upon a request by you or us, the arbitrator will anasses to treatestate a abyrong ton been tod grainty of baswas yits extern liew tolarindts enth asset yeniotte to asgemen eviting braws yem totabidas While is not a party to the proceeding. If the law euthorizes such reflet-the have the power to award relief to, against, or for the benefit of any person for liny bits ,wel sidesiggs inhau tot behivorg leien into to segorneb yns to do so by you or us. The extrustor will have the power to envard to a party protective orders to prohibit disclesure outside the exhibation, it requested Account information and other confidential information, including the use of by counsel. The arbitrator will take researche steps to protect customer recognised at law. You may choose it have a hashing and be represented euplicable statutes of limitations, and will honor; claims of privilego arbitrator will apply applicable substantive law consistent with the FAA and ent ary wind the amount of discovery available to you or us. The Agreement, in which case this Agreement will proveil. These procedures those procedures and rules are inconsistent with this Aditivation azelhu beli ai motoristus etti etab erit no toella ni eru tarit xutategnimbi constructed finder the applicable procedures and the statement Assis extranence or s negred or joinist ingle. The expression was be WILL (ESCIVE Claims, The arbitrator with aither be a lawyer with at least ten Procedures and law applicable in arbitration. A single, neutral arbitrator Web site: www.arbitrebionformin.com, 800-474-2371

Martianal Arbitradain Forum, P.O. Box 50191, Minnespois, MM 55405, ... Web site: www.jamsadr.com, 800-352-5287 JAMS, 1920 Main Street, Suite 300; Indine, CA 92610. New York, NY 10017-4605, Web site: www.adr.org, 800-778-7819 American Arbitretion Association, 335 Medison Avenue, Floor 10. \*singensumme

netwerners for initiating arbitration, by contacting the entitletion setti notizoidio and notestidio about arbitation and advication is setting and advication is see, in whiting. You may obtain copies of the current nates of each of the three lime the Claim as filed, or at some other place to which you and we agree ert te obiest woy daisty in batical district in which you reside at the you attend shall be held at a place chosen by the smithator or attribution inter the provided in this Arbitration Agreement. Any arbitration having that at the total sining a selected arbitration and the source and the source and as selected arbitration administrator by an impartial third purty chosen in conduct the arbitration. Arbitration is conducted uniter the nates of the for each unsussimmus saft, zo mon trebnespend on stotedecommos seastl Association: JAMS/Endispute (JAMS); or Malinest Arottellon Forum. notation increase, senioristines administration and grivedot ed to eno principle of Arbitration. The party fing a Claim in advicable must encode

of your Account, or your helts or your trustee in barkrupticy against us. priority by you and any co-applicant joint continuented or authorized user at your Account, as your hairs or your trustee in Dankungtoy at (2) those us against you and any co-applicant, joint condinember, or authorized user Vd inguard eacit (f) see knomosted notatricità evit rebru couses teubivibri without the consent of all parties. The only Claims that may be joined in an No arbitration will be consolidated with any other arbitration proceeding SEDELLEGOU CISIUD II GEDIEL AON OL ANS 20 GECC

to the issues raised in such lawsuits will be subject to en university of a private attorney general action, is filed, any Claim between us related class action lawsuit or other representative action, such as that in the form shall have no euthority to proceed on such basis. This means that even it a agree to any amorators on a class or representative basis, and the arbitrator arbitration will be conducted as an individual action. Neither you not we proceeds on an individual basis. If a party elects to excusse a Lisim, the in a small claims count any Claim that is within that counts parameten and As an exception to this Authorism Agreement, you retain the high to pursue Claims advanced in the lawsuit by any party or parties.

pugaces a bioceceng in court may exect arottedon with respect to any such cross claims, third party claims, briempasders or otherwise, and a party who Claims subject to arbitration include Claims that are made as counterclaims. Claim is to be given the broadest possible meaning.

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Vibiley with as treatmental nectionality of this Arbitration Agreement on the validity Claims subject to this Arbittation, Agreement include Civins demaggs, penalties, injuictions, or declaratory or equitable reliat. equitable ground and whether such Chaims task as remedias money media remo Aus 10 tomoche mapundest se mons mei 10 August ordinance, tork common law, constitutional provision, or any legal whether such Claims are based on law, statute, contract, regulation, Account ("Claim"). This Arbitration Agreement governs all Claims, ciequi cord Account or the advertising, application of approval of your Cardinember Agreement, any prof. Cardinamost Agreement, Your erth at year. The chief from or relating in any year to angises. employees, parents, subsidients, affiliates, beneficianes, agents or couponeus pa eques don ce ne esseuer nio oquer at adense nia eject mandarat, binding sibinetion of any claim, dispute of Cielms Covered. Either you or we may, without the others consent. essell edanist ne: a third party is regined by you as a co-defendent in any Claim You

directors, emplayees, egents and representatives) if, and only it, such insurance companies, dabt collectors, and all of their officers, under the Account, rewards programs and empliment services, credit to credit bureaus, merchants that eccept any credit device Issued or products in connection with the Account (including but not imited "we" or "us" shell mean any third party providing benefits, services, employees, eigence, and assigns or any and all of them. Additionally, any purchaser of your Account, and of their efficers, directors, subsidiarias, affinates, ficensees, predecessors, successors, assigns, minest at \_A.M. AZU strate Mantathan Manin "au" brus "aw" Parties Covered. For the purposes of this Arbitetion Agreement, Junos m besegini

gnisd to bissismi notiertidus yd bisylosan ed yarm (wolad bandab sets forth the circumstances and procedures under which claims (as 9 U.S.C. \$1-16 as it may be amended. This Arbitration Agreement. AAT ett | 12A nuiterida Arches Sederal Architetion Act (12A TAA) a vansaction involving interstate commerce, and shall be governed of Insulating chain at Insulating notice light and a second of the control of the

AS OTHERWISE PROVIDED BELOW, THOSE HIGHTS ARE WAIVELL RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE REPRESENTATIVE ACTIONS, OTHER RICHTS THAT YOU WOULD OTHERS (INCLUDING CLASS ACTIONS AND OTHER PRATICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OT ROYDNA YRUL RO HOUCE A HOUSE JRUDD A MI ZAMAJO DIVIRE OT YTIMUTROPGO RO THENR A DAH SVAH SZIVYRBHTO ABJENCE OF THES ARBITRATION AGREEMENT, YOU AND WE MAY CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ACTION BROUGHT 8Y ANYONE ELSE, OR BE REPRESENTED IN A BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE OR OTHER REPRESENTATIVE ACTION, YOU WALL NOT BE ABLE TO ADIT DA SZAJO A ZA NOTRANTIBNA NI MIAJO YNA GWRR OT ALBA OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM NOT BE ABLE TO BRING A CLASS ACTION OR OTHER ARBITRATION REPLACES THE RIGHT TO GO TO COURT, YOU WILL ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. PLEASE READ THIS AGREEMBYT CAREFULLY IT PROVIDES THAT

8. ARBITRATION AGREEMENT payment within the time we speak.

balance immrediately and charge the detault rate if we do not receive the extent allowed by law, we may nequire you to pay the outstanding your account according to the terms of this agreement in adultion, to closed and you will be required to pay the outstanding belance on account, even if they are made or processed after your account is request. You will continue to be responsible for charges to your other means to access your account or return them to us upon inumediately stop using your account and destroy all cards, chacks or If you or we close your secount, you end any authorized users must account or suspending your credit privileges.

pages to Aon tot sub consequences resulting from closing your required by applicable law. If we close your account, we will not be privileges at any time for any reason without prior notice except as Case 2:05-mc-02025

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your account for others, we may report account information in your name as well as in the names of those other people.

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will contact each credit bureau to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tail you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you to longer dispute the information.

# 11. NOTICES/CHANGE OF PERSONAL INFORMATION

We will send cards, billing statements and other notices to you at the address shown in our lies. Dr. if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain abligated on the account.

If you change your name, address, or home or business telephone number or email address (if you elect to receive bitting statements or other notices on ine), you must notify us immediately in writing at the address shown on the back of your bitting statement. We may, at our option, accept making address corrections from the United States Postal Service.

#### 12. TELEPHONE MONITORING AND RECORDING

We, and ill applicable, our agents, may listen to and record your telephone calls with us. You agree that we, and ill applicable, our agents, may do so, whether you or we instarte the telephone call.

### 13. ILLINOIS CARDMEMBERS: INFORMATION SHARING

Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations outside of our family of companies.

Illimois law provides that we may not share information about you with companies or other organizations cutside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpaena). You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to shere personal information we have about you (including information related to pay of the products or services you may have with any of our companies) with companies or other organizations outside of our family all companies.

# 14. ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

#### 15. ASSIGNMENT

We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

# 16. GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

#### 17. FOR INFORMATION

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.

#### 18. YOUR BILLING RIGHTS

#### Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us to Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the Cardmember Service address shown on your billing statement. Write to us as soon as possible. We must hear from you no taler than 60 days after we sent you the first bill on which the error problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- . The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 50 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as definquent. We can continue to bill you for the amount you question, including furance charges, and we can apply any unpaid amount egainst your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about you bill. And, we must tell you the name of anyone we reported you to. We must tell enyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

## Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you curchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to check transactions. There are two Emissions on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.00.

These fimilations do not apply if we own at operate the merchant, or if we mailed you the advertisement for the property or services.

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